



SOLICITATION NUMBER: 72061122R00005 (Re-solicitation)

ISSUANCE DATE: June 16, 2022

CLOSING DATE/TIME: July 31, 2022 (Re-solicitation)

SUBJECT: Solicitation for Offshore U.S. Personal Service Contractor (USPSC): HIV/TB Division Chief

Dear Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking offers from qualified persons to provide personal services under contract as described in this solicitation.

Offers must be in accordance with **Attachment I, Sections I through VIII** of this solicitation. Incomplete or unsigned offers will not be considered. Offerors should retain copies of all offer materials for their records.

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offer.

Any questions must be directed in writing to the Point of Contact specified in the attached information.

Sincerely,

/s/

Summer Tucker
Executive Officer

I. GENERAL INFORMATION

1. SOLICITATION NO: 72061122R00005

2. ISSUANCE DATE: June 16, 2022

3. CLOSING DATE/TIME FOR RECEIPT OF OFFERS: July 31, 2022, before and/or on 5:00 PM (Zambia local time)

4. POINT OF CONTACT: All questions and offers must be submitted by email to EXOZambiaHR@usaid.gov (E-mailed applications required).

5. POSITION TITLE: HIV/TB Division Chief

6. MARKET VALUE: \$112,890 to \$146,757 equivalent to a **GS-15** classification. The final compensation will be negotiated within the listed market value, based on the successful candidate's salary history, work experience, and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**

7. PERIOD OF PERFORMANCE: Three years, with two additional one-year option periods, pending approval, need, performance, and funding. No PSC contract may exceed a five-year period of performance.

This is a full-time position with 40 hours per week schedule (Monday to Friday following Embassy working hours)

8. PLACE OF PERFORMANCE: USAID/Zambia, Lusaka with possible travel as stated in the Statement of Duties.

9. WHO MAY APPLY: U.S. Citizens only.

10. SECURITY LEVEL REQUIRED: Secret Clearance: The final selected candidate must obtain a Secret and State medical clearances within a reasonable period of time. (USAID will provide details regarding these clearances to the selected candidate). If such clearances are not obtained within a reasonable time or negative suitability issues are involved, any offer made may be rescinded.

11. STATEMENT OF DUTIES**A. General Statement of Purpose of the Contract**

Background: The U.S. President's Emergency Plan for AIDS Relief (PEPFAR) is the largest commitment ever by a nation toward an international health initiative for a single disease. PEPFAR is a multifaceted approach to combating HIV/AIDS in more than 100 countries around the world. Zambia is currently one of the largest recipients of PEPFAR funding with an FY 2022 budget of approximately \$431 million to support a comprehensive HIV prevention, treatment and care program.

The HIV/TB Division Chief, in collaboration with CDC and the PEPFAR Country Coordinator, provides leadership, guidance, and technical direction of the development and execution of the PEPFAR program in Zambia. The HIV/TB Division Chief provides managerial and technical support to the Government of the Republic of Zambia (GRZ) in matters related to HIV/AIDS policy, program implementation, and evaluation.

Within the USAID/Zambia Health Office, the HIV/TB Division Chief serves as the principal manager overseeing the HIV/AIDS/TB portfolio, which includes robust HIV pediatric and adult care and treatment and prevention. The HIV/TB division oversees much of the mission's PEPFAR resources, and comprises 6 FSN staff.

B. Statement of Duties to be Performed

Specific responsibilities will include but are not limited to the following:

I. Strategic Leadership and Program Management (60%)

The HIV/TB Division Chief is responsible for the USAID HIV/AIDS/TB portfolio under the Zambia PEPFAR program. The HIV/TB Division Chief provides overall strategic leadership, management and implementation oversight for the complex and diverse HIV/AIDS/TB program and serves as a USAID technical expert and leader within the interagency PEPFAR space. The HIV/TB Division Chief leads the strategic planning, development, oversight, management, and assessment of USAID/Zambia's PEPFAR-funded HIV/AIDS programs in areas such as HIV testing services, HIV treatment and retention, voluntary male medical circumcision, and integration with comprehensive HIV programming targeting priority populations.

The HIV/TB Division Chief carries out a full range of consultative, advisory, strategic, coordinating, planning and evaluation responsibilities related to the assigned portfolio, and ultimately is responsible for overseeing development and management of all HIV/TB Division mechanisms, strategic leadership, planning, budgeting, and reporting against both USAID and PEPFAR requirements.

The HIV/TB Division Chief is responsible for the development and implementation of annual Country Operational Plans (COPs), ensuring plans are designed according to USAID's strategic advantage and sufficient funds are allocated to reach goals. The incumbent initiates new programs and activities in accordance with the Ministry of Health policies, guidelines and protocols and PEPFAR public health program goals, objectives, and policies. This includes playing a lead role in strategic planning and program development through the provision of direct technical assistance, and well executed program planning with partners.

The HIV/TB Division Chief is responsible for planning a broad range of HIV/AIDS activities, including identifying opportunities for integrating development assistance principles with HIV/AIDS sector programs; participating in the formation of policies and guidelines to further HIV/AIDS activities in the geographic area; and, coordinating program development, implementation, and performance monitoring plans that encourage successful HIV/AIDS activities. S/he liaises with other parts of the overall health office portfolio, including with the Family Health, Health Systems Strengthening, Strategic Information, and Social Protection teams to ensure a coordinated, comprehensive response to some of Zambia's most pressing public health challenges.

The HIV/TB Division Chief is a senior public health advisor who is recognized by the USG and the GRZ as an expert in the field of HIV/AIDS/TB care, treatment, and prevention and serves as a key advisor to mission management, the PEPFAR Interagency, the GRZ, and to implementing partners (IPs).

A key activity of the HIV/TB Division is to develop, implement, monitor and evaluate PEPFAR-funded HIV/AIDS programs that are carried out by cooperating/implementing partners. This requires close cooperation with other donor agencies, implementing and/or cooperative agreement partners, facilitation during implementation, frequent monitoring and, in liaison with the Strategic Information division, evaluating partner performance against desired results that are in accordance with USAID and PEPFAR guidelines and protocols. The incumbent ensures that program requirements of USAID grants, contracts and/or cooperative agreement are correctly followed and according to PEPFAR and international HIV/AIDS program standards. Independently or in coordination with other experts, the job holder prepares and presents comprehensive program reviews to include accomplishments, challenges and recommendations on curtailing or expanding programs.

The HIV/TB Division Chief keeps abreast of current and new HIV care and treatment issues, guides and crafts USG/USAID policy and programs in Zambia in the area of HIV prevention, care and treatment service delivery, interprets and advises the Office and Mission on implications and implementation options to maximize

programmatic opportunities (as strategic and cost-effective) within Zambia's integrated programming environment.

The HIV/TB Division Chief is responsible for the day-to-day management of the HIV/TB Division, including supervision, management, mentoring, coaching and technical direction of staff. The HIV/TB Division Chief directly supervises six technical staff, who are responsible for a wide-ranging portfolio of HIV/AIDS activities. The HIV/TB Division Chief creates a supportive work environment that values diversity and elicits the highest possible level of performance from the entire team. They set clear individual and team work objectives and ensure that staff members meet those approved work objectives.

2. Representation, Interagency Coordination, and Reporting (40%)

The HIV/TB Division Chief serves as a USAID lead on the interagency PEPFAR Management team ensuring coordination of work plan development, implementation strategies, and evaluation plans for all USG agency activities in Zambia. The incumbent represents USAID in internal and external technical, policy, and strategic planning PEPFAR meetings with Embassy Front Office, Ministry of Health officials, civil-society organizations, and other development partners. As an integral member of the PEPFAR Management team, they provide technical direction and guidance to PEPFAR technical working groups and implementing partners. They also coordinate USAID/Zambia's HIV portfolio with other USAID-funded organizations, other USG agencies, development partners, and the private sector within Zambia.

The incumbent coordinates closely with and provides guidance to the GRZ's HIV/AIDS program to ensure U.S. government investments in the HIV care and treatment sectors are in line with the GRZ strategic framework and are effectively and transparently implemented. The HIV/TB Division Chief negotiates with senior GRZ and USG officials, other donors, implementing partners, civil society, and private-sector partners to improve implementation, strengthen partnerships, and improve coordination. The incumbent also liaises with partner-country officials of other ministries and government entities, such as Finance, Planning, Education and Economic Development, on plans and programs. The HIV/TB Division Chief also liaises with the Global Health Bureau in Washington DC and the Office of the Global AIDS Coordinator and orients USAID's health program to align optimally with principles and program objectives of PEPFAR.

The incumbent is a key player in the U.S. Mission's interagency health efforts. They serve as the first point of contact to the U.S. Mission Leadership for all HIV-related USAID issues, partners and programs. In coordination with the PEPFAR Senior Management team, the incumbent keeps the Ambassador and Deputy Chief of Mission up to date on the status of the program through regular briefings and written communication.

The HIV/TB Division Chief has a direct leadership role in the development of the annual PEPFAR Country Operational Plan, Annual Performance Report, quarterly PEPFAR Oversight and Accountability Review Team meetings, Expenditure Analysis, and End of Fiscal Year reporting. They also ensure compliance with the Site Improvement through Monitoring System (SIMS) requirements while ensuring that SIMS analysis is incorporated into program implementation. They are also responsible for producing high quality portfolio analyses and presentations, and other key requirements, as directed by OGAC or USAID.

C. Position Elements:

1. Level of Responsibility for Decision Making:

The HIV/TB Division Chief performs under administrative discretion and manages significantly difficult work with clear and exceptional leadership and impact. The incumbent serves as one of the highest-level decision makers in the USAID/Zambia Health Office.

2. Level of Complexity of Work Assignments:

The duties of the HIV/TB Division Chief are significantly varied and require many different unrelated processes and methods that are applied to a broad range of problems/situations that require a substantial depth of analysis. Decisions require extensive probing and analysis to determine appropriate actions, and projects are of considerable breadth and intensity and require the participation and support of others. The work of the HIV/TB Division Chief requires a continuing effort to resolve unyielding problems.

3. Supervisory Controls:

The HIV/TB Division Chief is supervised by a Deputy Director of the Health Office. The HIV/TB Division Chief exercises considerable independent judgment and will have wide latitude to take initiative, acting proactively in planning and carrying out their assignment with significant autonomy, consulting the supervisor only when circumstances indicate an exceptional need for clarity and direction. The incumbent works independently, providing leadership to others involved in the management of the HIV/TB portfolio, and in the development, design, and drafting of the new HIV projects/activities. Results of the work are considered technically authoritative and are normally accepted without significant change. If the work should be reviewed, the review concerns such matters as fulfillment of program objectives, effect of advice and influence on the overall program, or the contribution to the advancement of the program.

4. Supervision exercised:

The HIV/TB Division Chief provides oversight and managerial leadership to the division, comprised of six FSN Technical Advisors. The incumbent leads, directs, and manages the HIV/TB Division staff members to ensure they meet the Office and Mission strategic goals and objectives. The incumbent does not supervise US Direct Hire Employees.

5. Guidelines:

The incumbent must be familiar with and is responsible for following all applicable ADS, FAM FAR, AIDAR, and other USAID and Federal guidance and regulations. The incumbent is expected to have an analytical ability to interpret public policies and assist in the development of revised policies as required improving the policy environment related to HIV/TB in Zambia. Management skills are required to develop and implement effective activities involving financial and human resources. Administrative skills are required to assist in the oversight of cooperating agency technical advisors.

6. Work Environment:

Work is primarily performed in an office setting but travel in remote settings is expected.

7. Scope and Effect of Work Performed:

The HIV/TB Division Chief is widely recognized as an expert and their work affects the work of other experts in the field. The work of the HIV/TB Division Chief directly affects the impact of the Zambia PEPFAR program which is essential to USAID/Zambia's mission. The incumbent leads, directs, and influences the work of several technical staff.

8. Nature, Level and Purpose of Contacts:

Contacts are USG staff at post, Government of Zambia Ministry of Health colleagues, international development partners, international and local NGO partners and civil society leaders, and PEPFAR headquarters staff. The incumbent reports to the Health office on program progress, obstacles and opportunities for improvement - particularly on any budgetary or contractual obstacles or delays. The HIV/TB Division Chief works with CDC counterparts and the PEPFAR Coordinator; liaises with backstops for HIV/AIDS and TB in USAID/ Washington and counterparts in CDC Atlanta; and represents the USG in interactions with Zambia's HIV/AIDS programmatic leadership. In addition, the HIV/TB Division Chief represents USAID and the USG on various national and international technical and policy forums.

12. PHYSICAL DEMANDS

The primary location of work will be on the U.S. Embassy/USAID compound in Lusaka, Zambia, with visits to field locations approximately 20% of the time. No special demands are required to perform the work.

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

To be considered for the position, applicants must meet the following minimum qualifications. For those who do, further consideration and selection will be based on panel assessment of the selection criteria listed below. Applicants are required to address each of the selection criteria describing specifically and accurately what experience, training, education, and/or awards or recognition they have received relevant

to the criteria described below, and any related considerations. Be sure to include your name and the solicitation number at the top of each additional page.

EDUCATION: The complex and highly technical and visible nature of the position requires a Master's degree in public health, international health, or social sciences from a recognized institution and/or clinical qualifications.

WORK EXPERIENCE: At least ten (10) years of progressive professional experience in designing, implementing, managing and monitoring large scale public health programs, including programs related to HIV epidemic control, is required. The ideal candidate should demonstrate a clear progression in their previous work experience and have experience working on HIV or other public health programming. Additional work experience includes the following:

- Demonstrated supervisory experience in leading and managing diverse teams of professional staff is required.
- Experience working with US government agencies, other donors, international organizations, public international organizations, and/or other relevant development stakeholders is required.
- Demonstrated experience working with high-level host country counterparts, in-country program managers, policy makers and a broad array of international health service providers and community leaders.

LANGUAGE: Written and oral English proficiency is required. Must have proven ability to communicate quickly, clearly and concisely both orally and in writing in English. Must have demonstrated ability to make sensitive oral presentations, logically and persuasively, to senior USG and Government of Zambia officials and other donors.

KNOWLEDGE: Specialized experience in HIV/AIDS is required in areas including but not limited to HIV pediatric and adult care and treatment and prevention. Demonstrated command of data, data systems, and ability to undertake data analysis. Demonstrated technical leadership, program management, strategic planning, policy experience, and problem-solving skills working on complex projects in a highly sensitive environment are required. Preference will be given to those candidates with proven knowledge and experience with USAID programs, procedures and systems for program design, procurement, implementation, management and monitoring.

SKILLS & ABILITIES: Expert computer skills, to include knowledge of Microsoft Word, Excel, Google applications, e-mail.

Only offerors clearly meeting the above minimum qualifications will be considered for further evaluation.

Security and Medical clearances: The ability to obtain the required security and medical clearances in a reasonable timeframe is considered a minimum qualification. See Section V.

III. **EVALUATION AND SELECTION FACTORS**

The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1. The CO reserves the right at any point in the evaluation process to establish a competitive range of offerors with whom negotiations will be conducted pursuant to FAR 15.306(c). In accordance with FAR 52.215-1, if the CO determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The FAR provisions referenced above are available at <https://www.acquisition.gov/browse/index/far>

The Evaluation Factors listed will be the basis for evaluating and ranking applicants for the position. Applicants will be scored based on the documentation submitted within the application. Applicants must submit a supplemental document outlining their responses to the evaluation factors in order to be considered. Only the highest-ranked applicants will be interviewed.

1. SELECTION PROCESS

After the closing date for receipt of applications, a committee will convene to review applications that meet the minimum requirements and evaluate them in accordance with the evaluation criteria. Applications from candidates who do not meet the minimum requirements will not be scored. As part of the selection process, finalist candidates will be interviewed.

Reference checks will be made only for applicants considered as finalists. The applicant's references must be able to provide substantive information about his/her past performance and abilities. If an applicant does not wish USAID to contact a current employer for a reference check, this should be stated in the applicant's cover letter; USAID will delay such reference checks pending the applicant's concurrence. USAID may contact additional references not provided by the applicant.

2. EVALUATION FACTORS

Those applicants who meet the minimum education and experience qualifications will be evaluated based on the content of their application as well as on the applicant's writing, presentation, and communication skills. On a supplemental document included with the application package, applicants should cite specific, illustrative examples to address each factor.

Responses are limited to 500 words (approx. 1/2 typewritten page) per factor. Applicants should describe specifically and accurately the experience, training, education and/or awards they have received that are relevant to the factor. Applicants should include their name and the solicitation number at the top of each additional page. Failure to specifically address the Evaluation Factors will result in the applicant not receiving full credit for pertinent experience.

Selection will be based on the following criteria (Maximum of 100 Points):

FACTOR #1: Professional Experience (20 points)

- Demonstrated technical leadership, program management, strategic planning, policy experience, and problem solving skills working on complex projects in a highly sensitive environment are required.
- Preference will be given to those candidates with proven knowledge and experience with USAID programs, procedures and systems for program design, procurement, implementation, management and monitoring.

FACTOR #2: Verbal and Written Communication Skills (10 points)

- Must have proven ability to communicate quickly, clearly and concisely both orally and in writing in English. Must have demonstrated ability to make sensitive oral presentations, logically and persuasively, to senior USG and Government of Zambia officials and other donors.
- Excellent verbal communication skills, tact and diplomacy are required to establish and develop sustainable working relationships at the highest level and a high level of trust with public/private organizations. Verbal communication skills are also used to negotiate activity plans and resolve activity implementation issues with counterparts, partners and team members. Ability to communicate technical information to health and non-health audiences. Excellent written communication skills are required to prepare regular and ad hoc reports, activity documentation and briefing papers.

FACTOR #3: Teamwork and Interpersonal Skills (10 points)

- Ability to work effectively with a broad range of USG personnel and partners, and have demonstrated skills in donor coordination and collaboration. Ability to work both independently and in a team environment to achieve consensus on policy, program and administrative matters is a must.
- Ability to work effectively in a team environment and communicate highly technical health information to both health and non-health audiences, and achieve consensus on policy, project, research, and administrative matters.

The Evaluation Factors listed will be the basis for evaluating and ranking applicants for the position. Applicants will be scored based on the documentation submitted within the application. Applicants must submit a

supplemental document outlining their responses to the evaluation factors in order to be considered. Only the highest-ranked applicants will be interviewed.

3. BASIS OF RATING

Applicants who clearly meet the Education/Experience requirements and basic eligibility requirements will be further evaluated based on scoring of their Evaluation Factors responses. Those applicants determined to be competitively ranked will also be evaluated on their interview performance and satisfactory professional reference checks. The Applicant Rating System is as follows:

Evaluation Factors:

- Factor #1: 20 points
- Factor #2: 10 points
- Factor #3: 10 points

Interview Performance: 60 points

Interview questions may include the following areas:

- Interpersonal skills
- Work effectively in a team environment
- Strategy formulation and implementation
- Demonstrate ability to communicate technical information to both technical and non-technical audiences, and achieve consensus on policy, project, research, and administrative matters

Satisfactory Professional Reference Checks – Pass/Fail (no points assigned)

Reference Checks: The technical evaluation committee may conduct reference checks, including references from individuals who have not been specifically identified by the offeror, and may do so before or after a candidate is interviewed. USAID Indonesia reserves the right to conduct interviews with the most highly ranked applicants and make the interview a deciding factor in selection."

Total Possible Points: 100

IV. SUBMITTING AN OFFER

Applicants must provide at least three references with current contact information, preferably both an e-mail address and a telephone number. (The Selection Committee will conduct reference checks of the highest ranked applicants). References will be asked to complete a questionnaire that assesses the applicant's technical knowledge, work performance, communication skills, and group dynamics, using the above specific criteria. The references will be asked to provide a general assessment of the applicant's suitability for the position. It is the responsibility of the applicant to ensure submitted references are available to provide a written or verbal reference in a timely manner.

For your application to be considered, the following documents must be submitted:

1. Letter of application/cover letter (no more than one page).
2. Eligible offerors are required to complete and submit the offer form **AID 309-2**, "Offeror Information for Personal Services Contracts," available at <http://www.usaid.gov/forms>.
3. Current resume/Curriculum Vitae: Your CV/resume must contain sufficient relevant information to evaluate the application in accordance with the stated evaluation criteria.
4. Supplemental document addressing each of the Evaluation Factors, limited to 500 words per factor, as described in Section III above.

5. Contact information (telephone numbers and email addresses) for at least three references with knowledge of the applicant's prior work experience, who are not family members or relatives.
6. Applications must be received by the closing date and time specified in **Section I, item 3**, and submitted to the Point of Contact in **Section I**. Late, incomplete or unsigned applications will NOT be considered.
7. To ensure consideration of offers for the intended position, Offerors must prominently reference the Solicitation number in the offer submission.
8. Application must be submitted **ONLY** via EXOZambiaHR@usaid.gov and the email subject must say: **SOL No: 72061122R00005 – USAID/Health Office HIV/TB Division Chief.**
9. Please submit the application only once.

V. LIST OF REQUIRED FORMS FOR PSC HIRES

Once the CO informs the successful Offeror about being selected for a contract award, the CO will provide the successful Offeror instructions about how to complete and submit the following forms:

1. Medical History and Examination Form (Department of State Forms)
2. Questionnaire for Sensitive Positions for National Security (SF-86), or
3. Questionnaire for Non-Sensitive Positions (SF-85)
4. Finger Print Card (FD-258)

Timely completion and submission of the required documents are needed to obtain the necessary Security and Medical Clearances. Failure of the selected offeror to accurately complete and submit required documents in a timely manner may be grounds for the CO to rescind any conditional pre-contract offer letter and begin negotiations with the next most qualified/highest ranked offeror. Selected offerors who are unable to obtain required Security and Medical Clearances in a reasonable timeframe are considered unqualified for this position.

Within 2 weeks after written notice from the CO that all required clearances have been received, or unless another date is specified by the CO in writing, the selected offeror shall start working under the contract to perform the services specified in section I, item 11.

VI. BENEFITS/ALLOWANCES

As a matter of policy, and as appropriate, an Off-shore hire USPSC is normally authorized the following benefits and allowances:

BENEFITS:

- (a) Employer's FICA Contribution
- (b) Contribution toward Health and Life Insurance
- (c) Pay Comparability Adjustment
- (d) Annual Increase (pending a satisfactory performance evaluation)
- (e) Eligibility for Worker's Compensation
- (f) Annual and Sick Leave

ALLOWANCES* (if applicable):

Section numbers refer to rules from the [Department of State Standardized Regulations \(Government Civilians Foreign Areas\)](https://aoprals.state.gov/content.asp?content_id=282&menu_id=101), available at https://aoprals.state.gov/content.asp?content_id=282&menu_id=101

- (a) Temporary Quarters Subsistence Allowance (Section 120)
- (b) Living Quarters Allowance (Section 130)
- (c) Cost-of-Living Allowance (Chapter 210)
- (d) Post Allowance (Section 220)
- (e) Separate Maintenance Allowance (Section 260)
- (f) Education Allowance (Section 270)
- (g) Education Travel (Section 280)
- (h) Post Differential (Chapter 500)
- (i) Payments during Evacuation/Authorized Departure (Section 600), and
- (j) Danger Pay Allowance (Section 650)

* Dept. of State Standardized Regulations (DSSR) (Government Civilians Foreign Areas)

As a matter of policy, and as appropriate, a Resident Hire USPSC is normally authorized the following benefits:

BENEFITS:

- (a) Employer's FICA Contribution
- (b) Contribution toward Health & Life Insurance
- (c) Pay Comparability Adjustment
- (d) Annual Increase (pending a satisfactory performance evaluation)
- (e) Eligibility for Worker's Compensation
- (f) Annual and Sick Leave

In accordance with AIDAR, Appendix D, I (Class Deviation M/OAA-DEV-AIDAR-21-02c):

(b) Definitions:

(5) Resident Hire U.S. Personal Services Contractor (PSC) means a U.S. citizen or resident alien who, at the time of contract award, --

(i) resides in the cooperating country for reasons other than U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.; or

(ii) is a spouse or dependent of a U.S. citizen or resident alien with U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.

VII. TAXES

USPSCs are required to pay Federal income taxes, FICA, Medicare, and applicable State Income taxes.

VIII. USAID REGULATIONS, POLICIES AND CONTRACT CLAUSES PERTAINING TO PSCs

USAID regulations and policies governing USPSC awards are available at these sources:

1. **USAID Acquisition Regulation (AIDAR), Appendix D**, "Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad," including **contract clause "General Provisions,"** available at https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf.

2. Contract Cover Page form AID 309-I available at <https://www.usaid.gov/forms>.

Pricing by line item is to be determined upon contract award as described below:

Line Item Table

Item No. (A)	Supplies/Services (Description) (B)	Quantity (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	Base Period - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: R497 - Accounting Info:	1	LOT	\$ TBD	\$ TBD
1001	Option Period (OP) I - Compensation, Fringe Benefits and ODCs - Award Type: Cost - Product Service Code: R497 - Accounting Info:	1	LOT	\$ TBD	\$ TBD
2001	OP 2 - Compensation, Fringe Benefits and ODCs - Award Type: Cost - Product Service Code: R497 - Accounting Info:	1	LOT	\$ TBD	\$ TBD

3. Acquisition and Assistance Policy Directives/Contract Information Bulletins (AAPDs/CIBs) for Personal Services Contracts with Individuals available at <http://www.usaid.gov/work-usaid/aapds-cibs>.

AAPD 06-10 - PSC Medical Expense Payment Responsibility

AAPD No. 06-10 is hereby incorporated as Attachment 2 to the solicitation.

AAPD 21-05 - Revised and Expanded Fringe Benefits for U.S. Personal Service Contractors

AAPD No. 21-05 is hereby incorporated as Attachment 3 to the solicitation.

AAPD 18-02 REVISED - Medical Evacuation (MEDEVAC) Services

AAPD No. 18-02 is hereby incorporated as Attachment 4 to the solicitation.

FAR 52.222-50 - COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 5 to the solicitation.

4. Ethical Conduct. By the acceptance of a USAID personal services contract as an individual, the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the Executive Branch,**” available from the U.S. Office of Government Ethics, in accordance with **General Provision 2** and **5 CFR 2635**. See <https://www.oge.gov/web/oge/nsf/OGES%20Regulations>.

5. **PSC Ombudsman.** The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information: <https://www.usaid.gov/workusaid/personalservice-contracts-ombudsman> The PSC Ombudsman may be contacted via: pscombudsman@usaid.gov.

END OF SOLICITATION

EQUAL EMPLOYMENT OPPORTUNITY: The U.S. Mission in Zambia provides equal opportunity and fair and equitable treatment in employment to all people without regard to race, color, religion, sex, national origin, age, disability, political affiliation, marital status, or sexual orientation. USAID/Zambia also strives to achieve equal employment opportunity in all personnel operations through continuing diversity enhancement programs.

The EEO complaint procedure is not available to individuals who believe they have been denied equal opportunity based upon marital status or political affiliation. Individuals with such complaints should avail themselves of the appropriate grievance procedures, remedies for prohibited personnel practices, and/or courts for relief.

ATTACHMENT 2**USPSC PROVISION “MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)
MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)**

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 (available at <http://www.foia.state.gov/REGS/fams.asp?level=2&id=59&fam=0>). Note: personal services contractors are not eligible to participate in the Federal Employees Health Programs.

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. “MEDICAL EVACUATION (MEDEVAC) SERVICES.”

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer’s liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation.

(see paragraph (f) of this provision).

(d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:

(1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;

(2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and

(3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation AAPD 06-10 PSC Medical Expense Payment Responsibility Expenses (July 1993), section (i) entitled “Emergency and Irregular Travel and Transportation.” In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the

Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member.

In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.

(h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent. (i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting AAPD 06-10 PSC Medical Expense Payment Responsibility Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

[End of Provision]

ATTACHMENT 3

**GP. 5 Leave and Holidays (NOV 2021)
(Pursuant to class deviation #M/OAA-DEV-AIDAR-22-1-c)**

(a) Annual Leave

- (1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.
- (2) The contractor shall accrue annual leave based on the contractor’s time in service according to the following table:

Time in Service	Annual Leave (AL) Accrual Calculation
0 to 3 years	Four hours of leave for each two week period
over 3, and up to 15 years	Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	Eight hours of AL for each two week period

USAID will calculate the contractor’s time in service based on all the previous service performed by the contractor as a: 1) USAID PSC (i.e., the contractor has served under any USAID personal services contracts of any duration covered by Sec. 636(a)(3) of the FAA or other statutory provision applicable to USAID); and/or 2) former U.S. Government (USG) direct-hire, under either civilian and/or military service.

(3)

(i) AL is provided under this contract for the purposes of affording necessary rest and recreation during the period of performance. The contractor, in consultation with the USAID Mission or USAID/Washington, as appropriate, shall develop an AL schedule early in the contractor's period of performance, taking into consideration project requirements, employee preference, and other factors. All AL earned by the contractor must be used during the contractor’s period of performance. All AL earned by the contractor, but not taken by the end of the contract, will be forfeited. However, to prevent forfeiture of AL, the Contracting Officer may approve the contractor taking AL during the concluding weeks of the contractor's period of performance.

(ii) As an exception to 3(i) above, the contractor may receive a lump-sum payment for leave not taken. To approve this exception, the contractor's supervisor must provide the Contracting Officer with a signed, written Determination and Findings (D&F). The D&F must set out the facts and circumstances that prevented the contractor from taking AL, and the Contracting Officer must find that these facts and circumstances were not caused by, or were beyond the control of, the contractor. This leave payment must not exceed the number of days which could be earned by the contractor during a twelve-month period.

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or over the life of the contract, whichever is less. The contractor agrees to reimburse USAID for any outstanding balance of advance AL provided during the contractor's assignment under the contract.

(5) Applicants for PSC positions will provide evidence of their PSC and/or USG direct-hire service - civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the applicant attests to the accuracy of the information provided. Any applicant providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer, the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

(b) Sick Leave. The contractor may use sick leave on the same basis and for the same purposes as USAID U.S. direct hire employees. Sick leave is earned at a rate not to exceed four (4) hours every two (2) weeks for a total of 13 work-days per year. Unused sick leave may be carried over under an extension or renewal of this contract with the same individual for the same work. Otherwise, sick leave will not be carried over from one post to another or from one contract to another. The contractor will not be compensated for unused sick leave upon completion of this contract.

(c) Home Leave.

- (1) Home leave is leave earned for service abroad for use only in the U.S., its commonwealths, possessions and territories.
- (2) A USPSC who has served at least two years overseas at the same USAID Mission, under the same contract, as defined in paragraph (c)(4) below, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S. may be granted home leave in accordance with the following:

(i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days; or if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSC's departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC's home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the contractor will receive home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

(iii) if home leave eligibility is based on (c)(2)(ii) above, the USPSC must submit written verification to the losing Mission at the time home leave is requested that the USPSC has accepted a USAID personal services contract at another USAID Mission following completion of the home leave;

(iv) travel time by the most direct route is authorized in addition to the number of work days authorized for home leave;

(v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.

(vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.

(3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:

(i) Granting of advanced home leave would in each case serve to advance the attainment of the objectives of this contract; and

(ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and

(iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.

(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

(6) Home leave must be taken at one time, and to the extent deemed necessary by the Contracting Officer, an USPSC in the U.S., on home leave may be authorized to spend not more than five (5) days in work status for consultation at USAID/Washington before returning to post. Consultation at locations other than USAID/Washington as well as any time in excess of five (5) days spent for consultation must be approved by the Mission Director or the Contracting Officer.

(d) Home Leave for Qualifying Posts (HLQP). USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of leave in addition to the home leave an USPSC is normally entitled to under the contract in accordance with sub-paragraphs (c)(1) - (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

There is no requirement that an eligible USPSC take this additional leave; it is for optional use by the USPSC. If an eligible USPSC elects to take HLQP, the USPSC must take ten (10) workdays of home leave. If the USPSC is returning to the United States and not returning overseas to the same or different USAID Mission, HLQP will not apply.

This new home leave policy is also extended to qualifying **Third-Country National PSCs (TCNPSCs)** who have an approved exception under AIDAR Appendix J, sec. 4(c)(2)(ii)(B), to apply specific provisions from AIDAR Appendix D, and whose contract includes this General Provision. However, TCNPSCs will be granted "country leave" vice home leave. The application, requirements, and restrictions will be the same as for USPSCs, but the time taken by a TCNPSC will be taken in the TCNPSC's home country or country of recruitment rather than in the United States, its commonwealths and territories.

(e) Holidays and Excused Absences. The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

(f) Military Leave. Military leave of not more than 15 calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces. The contractor must provide advance notice of the pending military leave to the Contracting Officer or the Mission Director as soon as known. A copy of any such notice must be part of the contract file.

(g) Leave Without Pay (LWOP). LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

(h) Compensatory Time. USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees.

(i) Family and Medical Leave (FML)

(1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave Act of 1993, as amended, and as administered by the Department of Labor under [29 CFR 825](#). USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.

(2) FML only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have--

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with [29 CFR 825.200\(a\)](#) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:

- (a) The care of the USPSC's newborn child.
- (b) The care of the USPSC's newly placed adopted or foster care child.
- (c) The care of the USPSC's spouse, child or parent with a serious health condition.

- (d) The USPSC's own serious health condition.
- (e) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
- (f) Other qualifying exigencies as determined by the Department of Labor.

(5) In accordance with [29 CFR part 825.207](#), the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) FML is not authorized for any period beyond the completion date of this contract.

(7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.

(8) The U.S. Department of Labor's (DOL's) [Wage and Hour Division \(WHD\) Publication 1420](#) explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

(j) Paid Parental Leave.

(1) If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph, similar to that provided to USAID direct-hire employees. When authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance

under this contract for at least 12 workweeks. This 12-workweek period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor. Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of performance obligation agreement before the period of leave, such leave may be temporarily authorized, or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (5).

(ii) If the contractor fails to return to work for the required 12-week obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (5) if the contractor is unable to fulfill the required 12-workweek obligation for any of the following reasons:

- (A) in the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or
- (B) in the Agency's judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or
- (C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) Leave Records. The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

GP.30 Relocation Expense Benefit

Relocation Expense Benefit [Deviation (NOV 2021)]

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

- (a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to

the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

- (1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or
- (2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

- (1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.
- (2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.
- (6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

[End of Provision]

ATTACHMENT 4**Title 48 of the Code of Federal Regulations (CFR) Chapter 7 USAID Acquisition Regulation (AIDAR)****APPENDIX D--DIRECT USAID CONTRACTS WITH A U.S. CITIZEN OR A U.S. RESIDENT ALIEN FOR PERSONAL SERVICES ABROAD****GP 25. MEDICAL EVACUATION (MEDEVAC) SERVICES (DEC 2019)**

(Pursuant to class deviation #M/OAA-DEV-AIDAR-20-3c)

A contractor who is required to relocate abroad and accompanying eligible family members; or a contractor on official travel status abroad on temporary duty or training, will be provided Medevac services through the Department of State, Bureau of Medical Services, similar to that provided to U.S. Government employees in 16 FAM 300 Medical Travel. Medevac costs that will be covered by USAID include travel and per diem, but do not include medical care costs.

To be eligible for Medevac services covered by the Department of State Medevac program, the contractor and accompanying eligible family members must obtain and maintain international health insurance coverage in accordance with the clause of the contract entitled, "Insurance."

[END CLAUSE]

ATTACHMENT 5**52.222-50 Combating Trafficking in Persons (NOV 2021)**

(a) *Definitions.* As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;

- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such

costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum-

- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

- (A) Conducting an internal investigation; or
- (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tipl/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at I-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor employee engaging in prohibited activities; and or

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)